



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 9927-MM Filed 1425

3-170A020

ROGER A. NOBACK
VICE PRESIDENT-LAW

JUN 25 1979 - 10 35 AM

June 20, 1979

INTERSTATE COMMERCE COMMISSION

JUN 25 1979

2010

RECEIVED

*Miss Lee
this one is
9927-MM*

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 1 dated as of February 13, 1979, ("Lease") to Car Leasing Agreement 8226 between North American Car Corporation ("Lessor") and Supreme Rich Mill ("Lessee") in supplement of the Bailment Agreement and Assignment of Leases ("Assignment of Leases") dated as of December 16, 1978, between Lessor and General Electric Credit and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act is one executed counterpart and four certified true copies of the above described supplementary Lease, between Lessor, 222 South Riverside Plaza, Chicago, Illinois and Lessee, P.O. Box 490, Crowley, Louisiana 70526 and assigned to Assignee, P.O. Box 8300, 260 Long Ridge Road, Stamford, Connecticut 06904. The Assignment of Leases was recorded with the Interstate Commerce Commission at 11:20 a.m. on December 20, 1978, under Document No. 9927.

Under the Lease and the Assignment of Leases the Lessor leases the cars described therein to the Lessee and assigns such lease to the Assignee under and in accordance with the Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by such Lease (which equipment has been or is to be sold to Assignee) and assigns, transfers and sets over unto Assignee all of Lessor's right, title and interest, powers, privileges and other benefits in, but not its obligations under, the Lease together with all amounts which may be received or credited to the account of Lessor in respect of mileage compensation from railroads using the equipment leased under such Lease or any other sums received by or payable to Lessor from parties other than the Lessee with respect thereto, all in accordance with the Lease and the Assignment of Leases.

RECEIVED

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
June 20, 1979
Page Two

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease Supplement + a \$10.00 fee for IL's Cross-indexing requested below.

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

→ Please cross index this filing against the name of the Lessee, Supreme Rich Mill.

If you have any questions, please contact me.

Very truly yours,



RAN/dak
enclosure

RECORDATION NO. 9927-MM Filed 1425

C E R T I F I C A T E

JUN 25 1979 - 10 35 AM
INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 8226 between North American Car Corporation and Supreme Rich Mill dated February 13, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Debra A. Kelly

My Commission Expires 2-23-83.

ICC
file
copy
~~9927~~ 9927-MM

RIDER NO. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 3226

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Ten (10)	4750 cubic foot capacity covered pneumatic hopper cars, equipped with 100-ton trucks, for shipment of Rice (NAHX 480316 thru 480325)	\$454.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Crowley, Louisiana.

For each mile in excess of $\frac{30,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 244.6 as was reported for March, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

Notwithstanding anything in this Rider or Car Leasing Agreement No. 8226 dated February 13, 1979 between the parties hereto to the contrary, there shall be an additional charge without abatement or termination in any manner whatsoever for any reason whatsoever of \$35.00 per car per month, which shall be payable by Lessee to North American, for each month during the first sixty (60) months of this Rider to cover the cost of lining. The charge described in the immediately preceding sentence, shall be in addition to the rental charges with respect to the cars and all other charges of any kind whatsoever.

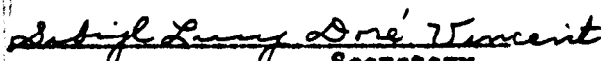
The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 13th day of February, 1979.

ATTEST:



Assistant Secretary

ATTEST:


Secretary

NORTH AMERICAN CAR CORPORATION

By


Sr. Vice President

SUPREME RICE MILL

By


President

"This Lease is a COUNTERPART ORIGINAL. NO assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

RIDER NO. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 8226

STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this 13th day of February, 1977, before me personally appeared H. R. Platt, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert M. Holbeard
Notary Public

(Notarial Seal)

STATE OF LOUISIANA)
 : ss.:
COUNTY OF Orleans)

On this 14 day of April, 1977, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a President of Supreme Rice Mill Inc, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. B. Brown
Notary Public

(Notarial Seal)



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 848-4000 • TELEX 255222

May 7, 1979

Supreme Rice Mill
P. O. Box 490
Crowley, Louisiana 70326

RE: Car Leasing Agreement 8226
Rider No. 1

Gentlemen:

This letter is intended to amend Car Leasing Agreement 8226, Rider No. 1 by adding the following:

"Lessee shall have the right to extend the lease term upon terms and conditions, including without limitation lease period and rental rate, to be negotiated between Lessee and North American and satisfactory to North American in its sole discretion".

All other terms and conditions of the aforesaid Car Leasing Agreement 8226, Rider No. 1 shall remain in full force and effect.

Please sign and return to us three copies of this letter to indicate your acceptance of the foregoing amendment.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

BY 
Senior Vice President

ACCEPTED:

SUPREME RICE MILL

BY 
(Title) President

DATED 4-14-79



**TIGER
LEASING
GROUP**

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

May 24, 1979

**Supreme Rice Mill
P. O. Box 490
Crowley, Louisiana 70526**

**Re: Car Leasing Agreement 8226
Rider No. 1**

Gentlemen:

**The cars with the following reporting marks are to be subjected to Rider
No. 1 of Car Leasing Agreement 8226:**

NAHX 480367 thru 480376.

Please sign and return two executed copies of this letter for our files.

Very truly yours,

Senior Vice President

ACCEPTED:

SUPREME RICE MILL

**By: [Signature]
(Title)**

Dated: Pres.